

City of Santee



**Request for Proposals
for
Walker Preserve Restoration and Monitoring
Design Build Project
RFP 17/18-40011**

RFP Issued: November 1, 2017

Proposals Due: November 20, 2017 at 3:00 p.m.

City of Santee
10601 Magnolia Avenue
Santee, CA 92071

**CITY OF SANTEE
REQUEST FOR PROPOSALS
FOR
WALKER PRESERVE RESTORATION AND MONITORING
DESIGN BUILD PROJECT**

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1. INTRODUCTION

The City of Santee, (hereinafter also referred to as ("City")), with a population of approximately 58,000 is seeking a proposer(s) with experience in habitat restoration and monitoring. The City is seeking proposals from qualified firms and intends for the successful proposer(s) to offer a detailed proposal on how they would design and build the project as outlined in this document. This Request for Proposals (RFP) describes the Project, the required scope of services, the selection process, and the minimum information that must be included in the proposal. Failure to submit information in accordance with the RFP requirements and procedures may be cause for disqualification.

Based on this RFP, the City intends to select one firm for agreement negotiations. If the City is unable to reach an agreement with the selected firm, then the City has the option to negotiate with another. Award of the contract, if any, will be to the firm whose professional qualifications, experience, and proposed work plan demonstrates that it will competently satisfy the requirements described in this RFP within the City's budget. Price will be a primary factor, but will not be the sole consideration for award. This RFP does not commit the City to award any contract, defray any costs incurred in the preparation of a proposal pursuant to this RFP, or in any resulting negotiations, or to procure contracts for work.

The successful firm will be expected to execute the City's standard, template contract (**Exhibit 'B'**) and will be required to meet specific insurance requirements and provide proof of insurance as specified in **Exhibit 'I'** – General Conditions. All designers, contractors, subcontractors, journeymen and apprentices working on the Project must be licensed and registered with the State of California, as required. Additionally, the selected firm must have, or will be required to obtain, a business license to work in the City of Santee.

The City's estimated budget for the Project is \$256,665 spread over a five-year period. The budget includes \$5,000 for City administrative costs, \$5,100 for the City to provide reclaimed water for the project over three years and a 5 percent contingency fund to cover change orders and unanticipated project costs.

Any changes to this RFP are invalid, unless specifically modified by the City and issued as a separate addendum document. Should there be any question as to changes to the content of this document, the City's copy shall prevail. All addenda and notices related to this solicitation will be posted by the City on the City's website at www.cityofsanteeca.gov under the "Bid Openings" section located under the "News and Information Tab" of the main page. In the event this RFP is obtained through any means other than the City's website, the City will not be responsible for the completeness, accuracy or timeliness of the RFP document.

2. RFP INQUIRIES

All questions concerning this RFP must be submitted in writing and received no later than 12:00 p.m. on November 16, 2017. Questions must be directed to:

Terry Rodgers
Management Assistant
10601 Magnolia Avenue
Santee, California 92071

Voice: (619) 258-4100 ext. 127
Fax: (619) 258-4189
Email: Trodgers@cityofsanteeca.gov

Information relative to this RFP obtained from other sources may not be accurate and will not be considered binding. Contact with City personnel other than the staff person listed above regarding this RFP may be grounds for elimination from the selection process.

3. PROJECT SCHEDULE

Following is the City's tentative schedule for selection of a qualified firm and expected completion of the Project:

- | | |
|---|---|
| 1. Request for Proposals Issued | November 1, 2017 |
| 2. Final Date Questions Due for Consideration | November 16, 2017 by 12:00 p.m. |
| 3. PROPOSALS DUE | November 20, 2017 by 3:00 p.m. |
| 4. Staff Review of Proposals | November 21 st to November 22 nd 2017 |
| 5. Interviews with Selected Firms (optional) | November 27 th to November 28 th 2017 |
| 6. Anticipated Award of Contract | December 13, 2017 |
| 7. Project to be Fully Complete | December 31, 2022 |

4. SITE INSPECTION AND RECORD DRAWING REVIEW

Proposers will be responsible for verifying and inspecting the Project and Record Drawings (Exhibit 'J' As-Built Drawings) site prior to submitting a proposal and will assume full responsibility for having familiarized themselves with the locality and local conditions that may in any manner affect the work to be done. Submission of a proposal shall be prima facie evidence that the Proposer has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of this contract.

5. SCOPE OF SERVICES

The City of Santee is proposing to contract with a firm(s) to restore native habitat to a portion of the Walker Preserve, maintain the restoration site for three years, and monitor the status of the site for five years.

A qualified restoration biologist shall assess the site and develop a plan that includes specifications for site preparation, irrigation, planting, maintenance and monitoring. Qualified revegetation technicians will carry out the biologist's work plan and maintain the restoration areas for a period of three years to ensure project success.

The restoration process shall include an initial or baseline California Rapid Assessment Method (CRAM) analysis for riverine/ transitional riparian habitat prior to the start of the restoration project and a second CRAM analysis at the end of the 5-year monitoring. To comply with state grant requirements, the contractor will be responsible for producing annual progress reports, as well as a final report at the end of the fifth year. Comparisons and differences between the initial assessment and the final assessment should be analyzed and provided in a final report. Digital mapping, digital and aerial drone photography or other methods that ensure scientific validity may be used to document plant survival and other restoration results for each annual and final report.

The project will include the removal of invasive plants and the removal of dead trees and shrubs, along with installation of minor, low-tech erosion control improvements. The work will occur within a 2.5-acre (100,900 square foot) footprint (**Exhibit 'A'**) south of the lodge pole fencing bordering the preserve's recreational trail. Clearing of invasive plants should avoid impacts to resident endangered bird species, including the least Bell's vireo, California gnatcatcher and Southwestern willow fly catcher.

Much of the riparian/wetland zone closest to the San Diego River (River) was previously restored as part of a reclamation project by a former sand mining operator. However, the gap between the trail and the restored area, where the riparian zone transitions to upland habitat, has been degraded by the growth of non-native, invasive weeds and shrubs, as well as minor erosion from storm water runoff.

Restoration within this footprint should include replanting native upland and transitional riparian species with sufficient density to: (A) deter erosion from storm water runoff and (B) create a natural physical barrier to deter visitors from going off-trail and trampling existing habitat. Restoration should be accomplished using a plant palette sufficient to provide habitat for a variety of wildlife species. A restoration plan involving only a few native species (example: only mule fat and willow) is not acceptable.

The City anticipates that the restoration effort will include installation of 4,000 to 5,000 native California plants, including native trees to provide habitat for raptors and other avian species. The design should ensure that plants within the restoration area will achieve a density of 5-foot on-center. Previous attempts to restore the project area via hydroseeding and seed balls were unsuccessful, most likely due to infertile, saline and hard-packed soil that was placed on the site during sand mining operations. Therefore, the contractor should be prepared to conduct a soils analysis to determine if soil treatments or amendments are necessary. Although past seeding efforts were not successful, the contractor may offer a seeding strategy to supplement plantings, including gathering of seeds from the project site.

The contractor may propose whatever type of plant watering method deemed necessary to ensure maximum plant survival during the three-year maintenance period and to achieve a native plant cover of 70 to 80 percent in the final (fifth) year. The city owns a reclaimed water line near the western terminus of the trail that can be used (via a quick coupler) to fill a portable water tank or expanded by the contractor to support a drip irrigation system. Any irrigation system must be removed once the vegetation is established and can survive on its own. To reduce the need for water and weeding, the contractor may consider adding seed-free mulch to the restoration site. If a contractor wishes to use a water tanker truck for watering, the Walker Preserve trail is wide enough (14 feet) to accommodate heavy duty vehicles.

In addition to providing a separate project budget estimate, the contractor should fill in the appropriate values for the state grant template provided below:

5.1 **PROJECT SCHEDULE**

Task Number	Description	Time Frame
1a	Baseline CRAM analysis, pre-con photo-documentation, site/assessment/weeds mapping, soil testing, Weed management & habitat restoration plan preparation	
1b	Site preparation/weeding	
1c	Irrigation installation, planting & mulching	
1d	3 Year maintenance	
1e	5 year monitoring and reporting, final CRAM analysis, photo documentation and administration	

5.2 **BUDGET ESTIMATE**

Task Number	Description	Amount
1a	Baseline CRAM analysis, pre-con photo-documentation, site/assessment/weeds mapping, soil testing, weed management & habitat restoration plan preparation	
1b	Site preparation, weeding, & BMP installation	
1c	Irrigation installation, planting & mulching	
1d	3 Year maintenance	
1e	5 year monitoring and reporting, final CRAM analysis, photo documentation and administration	
	5 percent contingency	
	City administration	\$5,000.00
	Reclaimed irrigation water	\$5,100.00
	Grand Total	\$256,665.60

5.3 THE SELECTED FIRM WILL PROVIDE THE FOLLOWING SERVICES:

- A. The contracted firm(s) shall have a qualified biologist to assess the site and develop a restoration plan that includes specifications for site preparation, irrigation, planting, maintenance and monitoring. The plan should include the design of low-tech features to slow the flow of storm water runoff flowing towards the river. Such measures are intended to reduce erosion and deter the flow of rain-transported sediment into the river. These features will be installed in upland areas and will not impact existing native habitats.
- B. The contracted firm(s) biologist will prepare a plan for the removal of invasive plants which will be followed by a Restoration Plan that should include the planting of native coastal sage scrub and transitional riparian wetland habitat.
- C. All planting will occur during early winter 2018 to take advantage of seasonal conditions. As part of the Design Build Restoration Plan, the native plants installed may be watered by any method deemed by the contractor to have the best chance for success of the restoration effort. The proposed watering methods may include hand watering, drip irrigation or a combination of methods. Reclaimed water is available from quick couplers connected to an existing irrigation system located near the western limits of the project area. No water from the river will be used. Existing drip irrigation line with 77 psi; attach Exhibit J (as-builts) for existing water lines.
- D. Qualified revegetation technicians acting under the guidance of a qualified restoration biologist will maintain the restoration areas for the first three years to ensure plant establishment. During the fourth and fifth years of the project, the biologist will continue to evaluate the restoration site and advise the City on what additional restoration measures should be taken. The biologist will monitor the installation and maintenance activities and, at the end of the fifth year maintenance and monitoring period, produce a final report that discusses the results of the restoration effort. This report will include plant survival, a vegetative coverage analysis, and the results obtained from a California Rapid Assessment Method (CRAM) assessment to determine the success of the restoration effort. Personnel performing the CRAM assessment must have completed a CRAM training course. Although CRAM was developed to assess wetland habitat, the City expects the contractor to adapt this method to evaluate the riverine and transitional riparian/upland of the project site.
- E. In addition, the contracted firm(s) will prepare quarterly update and annual reports documenting all work performed. These reports will be available to the San Diego River Conservancy or other agencies and individuals upon request.
- F. The contracted firm(s) will follow professional standards for reporting sensitive species occurrences and other relevant field observations via the California Natural Diversity Database (CNDDDB), or the San Diego Natural History Museum.
- G. Consultant shall provide and be properly equipped with all necessary labor, equipment, materials and tools necessary to perform the work.
- H. Before and after digital photo documentation of project site
- I. Assessment, Restoration and Monitoring plan
- J. Quarterly and annual progress reports

- K. A Final Project Report shall be submitted at the end of the fifth year.
- L. Install all materials in accordance with approved installation plans and to manufacturer requirements.
- M. Designate a Project Manager who will remain as the principal-in-charge of managing the Project, who will serve as the main point of contact with the City, and who will provide regular status updates to City staff during the course of the Project.
- N. Obtain all necessary professional design services for all site landscape irrigation modifications and all other services necessary to perform the work. If drip irrigation is proposed on site, the contractor shall prepare and submit final as-built drawings to the City for all work completed. The contractor may update existing as-built drawings for site irrigation work and electrical work.
- O. Ensure compliance with any and all applicable local, state, and federal codes, building and environmental permit requirements, construction mitigation documents and enforcement of the contract documents.
- P. Ensure compliance with any and all Environmental Regulations related to the handling and disposing of all materials or substances during the course of work.
- Q. Ensure workmanship is provided in accordance with Project specifications and meets or exceeds quality construction industry standards for this type of work.
- R. Consultant shall take all precautions and measures necessary to protect their work, materials, equipment, and tools from vandalism and/or theft.

6. PROPOSAL FORMAT AND CONTENT

Proposals should be concise but provide sufficient detail to enable the City to conduct an operational evaluation of the proposal. Proposals should clearly demonstrate the firm's qualifications and experience with similar projects and services, as well as the qualifications and competence of the particular staff to be assigned to this project. It should also specify the firm's methodologies and approach to meet the RFP requirements. Figures should be clearly explained in a narrative or in footnotes, as necessary.

Firms may provide more information as deemed appropriate, but are required to follow the general outline and include the minimum information presented below. The substance of proposals will carry more weight than their form or manner of presentation.

6.1 Transmittal Letter / Executive Summary

A signed letter of transmittal briefly stating the firm's understanding of the work to be done and why the firm believes it is the best qualified. Include an overview that highlights the firm's approach to the project and its commitment to meet or exceed the City's objectives and ensure the project is successfully completed on time and within budget. Also Include:

- The title and date of the proposal
- The firm's legal name and address
- Legal form of business (sole proprietor, partnership, corporation, joint venture, etc.) If the company is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal should be noted, if applicable
- Year firm was established
- Name, title, address and contact information (phone and e-mail) of the person to contact regarding the proposal
- Name, title, address and contact information (phone and e-mail) of the main point-of-contract/project manager to be assigned to the project
- Company website, if any

6.2 Experience, Technical Competence & References

Describe the firm's qualifications, competence, capacity and resources to perform the Walker Preserve Restoration and Monitoring Project. Include the firm's experience in completing similar projects. Specifically, describe the firm's experience working with state or local government agencies.

Identify up to five (5) successfully completed projects of similar nature within the last five (5) years. Highlight any projects where the team identified for this proposal has worked together in the past. Include three (3) to five (5) client references, outlining:

- Company names and addresses
- Names and telephone numbers for primary contact persons
- Project budgets

6.3 Staffing Plan and Key Personnel

Describe the staffing plan and provide an indication of the total staffing level for the project, including project management staff. Identify the roles and responsibilities of key personnel who will perform the work and provide a brief biography or resume for each. The information provided should demonstrate the qualifications of the particular staff to be assigned to this project.

6.4 Licensing and Professional Certifications

Provide a list of all licenses and professional certifications currently held by the firm or sub-consultants and the staff who will perform the work. At a minimum:

- All landscape irrigation work shall be performed by a State of California Contractor's License, Classification A (General Engineering Contractor) or a Classification C-27 (Landscaping Contractor) at the time the Proposal is submitted.
- All personnel conducting the California Rapid Assessment Method (CRAM) must have completed CRAM practitioner training and be able to provide evidence of that training.

Failure to possess the applicable licenses as specified shall render the proposal as non-responsive.

6.5 Proposed Method to Accomplish the Work

Describe the firm's technical and management approach to complete the project. Provide a preliminary project schedule reflecting major activities, task-related milestones, and an outline of deliverables and anticipated project completion. Describe any variations from the Scope of Services that will enhance the outcome.

Describe the firm's plan for ensuring appropriate communication and responsiveness to the City's needs, including the firm's plans for written and/or verbal updates/meetings (i.e. daily, weekly, or bi-weekly review meetings as needed); and the firm's representative for purposes of being the City's single point of contact on a day-to-day basis (i.e. project manager).

Outline any anticipated data, information or materials needed from the City to complete the project, which was not obtained or provided during the mandatory pre-proposal meeting.

6.6 Pricing / Fee to Perform Service

Outline a comprehensive cost estimate that takes into consideration all pre-installation, inspection or design services, materials, construction/installation, and disposal costs. The proposed costs should contain all pricing information relative to performing the work as described in this RFP. Clearly note all assumptions that were used to create the estimate and highlight any areas of concern.

Should it become necessary for the City to request the firm to render additional services to either supplement the services requested in this RFP or to perform additional work as a result of specific recommendations included in any report pertaining to the contract, then such additional work shall be performed only if set forth in an amendment to the contract between the City and the firm. Billing rates for any such additional work agreed to between the City and the firm should be set forth in the cost proposal.

The City will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

6.7 Previous City experience and Conflict of Interest

Describe the firm's professional relationships, if any, involving the City or any of its component units/agencies, for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed work. In addition, the firm shall give the City written notice of any professional relationships entered into during the period of this Agreement.

6.8 Appendices or Exhibits

Include as needed.

7. SUBMITTAL REQUIREMENTS

The deadline for submitting sealed proposals is **no later than 3:00 p.m. on November 20, 2017**. Postmark date will not constitute timely delivery. Proposals and/or modifications received after this date and time will not be considered. Failure to comply with all the requirements of the RFP may result in disqualification. Proposals submitted by facsimile or electronic mailing (email) are not acceptable and will not be considered. Proposals will not be opened publicly.

Three (3) paper copies of the Proposal plus the Original (Total of 4) and a PDF version on CD or flash drive are required upon submittal and must be submitted in a sealed envelope. If submitted by mail, the sealed envelope containing the proposal must be enclosed in another envelope. Note: Documents shall be two-sided wherever feasible.

The proposal must be submitted in an enclosed sealed envelope, stating **"Request for Proposals for Walker Preserve Restoration and Monitoring Project"** in the lower left corner of the envelope. The proposal must be signed by an officer or authorized employee of the firm(s) or proposer, empowered to do so. Proposals may be rejected if not signed by such authorized employee. To receive proper consideration, proposals must be fully responsive to the RFP and follow the format and order as outlined herein.

The proposal must be submitted to:

City of Santee
City Clerk's Office
10601 Magnolia Avenue, Building 3
Santee, CA 92071-1222

7.1 Bid Guarantee

Each proposal shall be accompanied by a certified, cashier's check, or notarized bid bond in the amount not less than ten percent (10%) of the grand total proposed cost amount; the check or bond made payable to the order of the City of Santee. Said check or bond shall be given as a guarantee that the Proposer will, within fifteen (15) business days after being requested to do so by the City, enter into a contract and provide the required bonds, certificates of insurance and certifications. If the Proposer to whom the Work has been awarded and to whom the request has been made refuses or fails to enter into said Contract and provide the required bonds and certificates of insurance within the specified time, the check shall be forfeited to the City or the Proposer and surety on the bond shall be liable to the City for the amount thereof in accordance with its terms. When the awarded Proposer executes and delivers to the City the required Contract Documents, the bid bond or the certified or cashier's check will be returned to the Proposer.

For your convenience a Bid Bond form is included herein, as **Exhibit 'C'**.

7.2 Non-Collusion Declaration

Public Contract Code Section 7106 requires submittal of an affidavit of non-collusion with the proposal. This form is included herein as **Exhibit 'H'** and must be signed under the penalty of perjury, notarized and dated.

8. EVALUATION CRITERIA AND SELECTION PROCESS

Proposals will be evaluated based on the information submitted in the proposals. Cost, while a consideration, will not be the sole factor for award of contract. Proposals will be evaluated based on the firm's professional qualifications, experience, and implementation plan and cost as follows:

1. Project Experience, Technical Expertise and References (40%)
The overall qualifications and technical expertise of the firm, as well as experience and professional qualifications of the key members of the project team. Experience with and successful completion of similar projects. Feedback from clients of other successfully completed projects of a similar nature. Emphasis will be placed on a firm's experience in implementing commercial lighting upgrades, designing occupancy sensor layouts and achieving energy efficiencies.
2. Project Design, Implementation Methodology, Time Required for Completion (30%)
Thoroughness and understanding of the tasks to be completed. Approach and development of an overall strategic plan to best meet the City's needs, including proposed installation methods which pose minimal disruption, and an implementation schedule that completes the Project in a timely manner within Project deadlines.
3. Project Cost (30%)
Reasonableness and competitiveness of the fee schedule. The lowest proposed cost is a significant factor, but is not the sole criteria for recommending contract award. Award will be based on the best value. Irrespective of cost, proposals will be rejected if they do not meet the City's needs.

Following the evaluation, interviews may be conducted as part of the final selection process. However, the City may, at its option, select a firm strictly on the basis of the initial proposals, without short-listing firms or conducting oral interviews. Further, the City has the option to reject all proposals, request clarification, or to waive irregularities in any proposal.

The successful firm will be expected to execute the City's standard template contract in a form substantially the same as the City's standard Agreement attached hereto as **Exhibit 'B'**. The selected firm will also be required to meet specific insurance requirements and provide proof of Professional Liability insurance.

Final authority to approve the selection of a firm and final acceptance of any agreement rests with the City Manager and/or City Council, as required.

9. GENERAL REQUIREMENTS

Issuance of this Request for Proposal (RFP) and receipt of proposals does not commit the City of Santee to award a contract, to defray any costs incurred in the preparation of a proposal, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with any qualified source, or cancel in whole or in part this RFP if it is in the best interest of the City to do so. The City reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether or not that proposal was selected.

Subsequent to contract negotiations, a prospective firm may be required to submit revisions to their proposals. All firms submitting a proposal should note that the execution of any contract pursuant to this RFP is dependent upon the recommendation of the City selection committee and the approval of the City Manager or Santee City Council, as required.

9.1 Public Record

All proposals submitted and information included therein shall become the property of the City of Santee and public records, and as such may be subject to public review.

9.2 Right to Cancel

The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all potential Proposers will be notified in writing by the City.

9.3 Additional Information

The City reserves the right to request additional information and/or clarification from any or all Proposers of this RFP.

9.4 Conflict of Interest

The City complies with all California statutes and regulations related to conflicts of interest.

9.5 Insurance Requirements

The successful firm will be required to furnish certificates of insurance as specified in the attached General Conditions – **Exhibit 'I'**. The required insurance certificates must be provided within fifteen (15) days of notification of award and prior to the commencement of work.

9.6 Bond Requirements

The successful firm will be required to furnish a Faithful Performance Bond and a Payment (Material and Labor) Bond, both in the amount of one hundred percent (100%) of the total annual contract amount, on the forms provided herein as **Exhibits 'D' & 'E'**. All bonds are to be secured from a California admitted Surety Company that meets all State of California bonding requirements, as defined in Code of Civil Procedure Section 995.120, and is authorized to do business in the State of California. Under no circumstances shall the bond forms be modified by the firm or surety.

9.7 Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code, the successful firm, as Consultant, shall secure the payment of compensation to all employees. Consultant shall sign and file with City the following certificate, included herein as **Exhibit 'F'**, prior to performing the Work under this Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract." The form of such certificate is included as a part of the Contract Documents. For Sole Proprietors, Consultant shall sign and file with the City the "Workers Compensation Insurance Certificate for Sole Proprietors" included herein as **Exhibit 'G'**.

9.8 Licenses and Permits

Firms must possess the following valid licenses and certifications at the time the proposal is submitted:

- All landscape irrigation work shall be performed by a State of California Contractor's License, Classification A (General Engineering Contractor) or a Classification C-27 (Landscaping Contractor) at the time the Proposal is submitted.
- All personnel intending to perform the California Rapid Assessment Method (CRAM) assessment must be able to provide evidence they have completed CRAM training.
- City of Santee Business License upon award of contract (current cost is \$76.00 per calendar year).

Failure to possess the applicable licenses as specified shall render the proposal as non-responsive and shall act as a bar to award the contract to any firm not possessing said licenses as required. All subcontractors shall have and maintain, during the term of the contract, the same valid licenses and permits if applicable to the work provided.

9.9 Prevailing Wage

City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. These include but are not limited to the **payment of prevailing wages**, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law.

9.10 Commitment to Equal Opportunity

The City endeavors to do business with firms sharing the City's commitment to equal opportunity and will not do business with any firm that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth.

9.11 Time for Completion

The Consultant shall diligently prosecute the work until completion. The Consultant shall complete all work as specified in the Contract Agreement, TIME FOR COMPLETION. Contract time shall begin on the date designated in the Notice to Proceed.

9.12 Liquidated Damages

Liquidated Damages may be assessed as indicted in the Contract Agreement, LIQUIDATED DAMAGES. The minimum value of the costs and actual damaged caused by failure of the Consultant to complete the work within the allotted time is stated therein.

9.13 Ineligible Contractors

Pursuant to Public Contract Code Section 6109, contractors or subcontractors who are ineligible to perform work on a public works project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code shall not be allowed to perform any portion of the Work contemplated herein. Any subcontract between the Contractor and a debarred subcontractor shall be void as a matter of law, and the debarred subcontractor shall not receive any payment for performing such work. Any public money that has been paid to the debarred subcontractor on the project shall be returned to the City. Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

EXHIBIT 'A'
WALKER PRESERVE RESTORATION AND MONITORING DESIGN BUILD PROJECT
LOCATION MAP



EXHIBIT A CON'T
AREA NOT-IN-CONTRACT

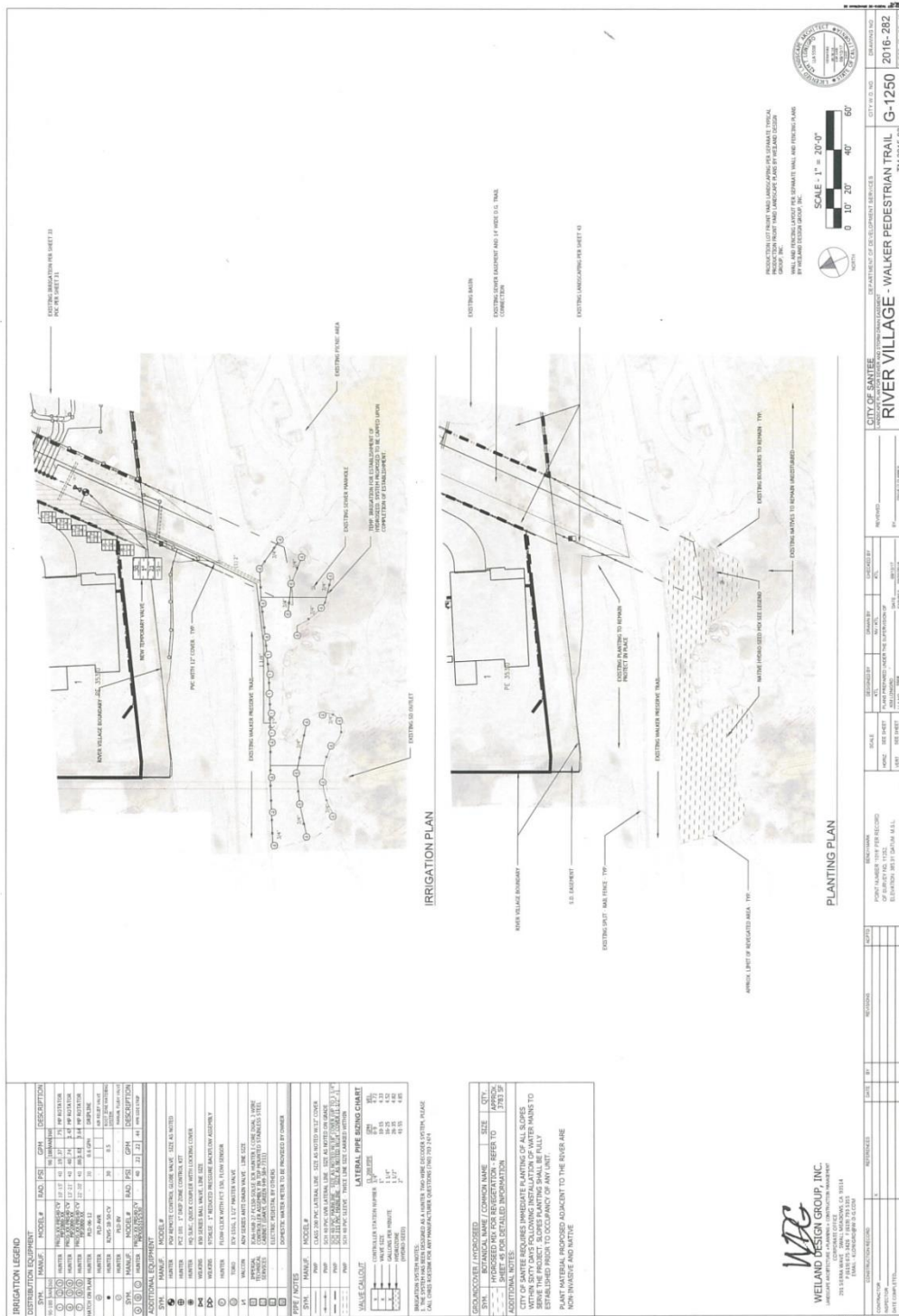


EXHIBIT 'B'**SAMPLE CONTRACT**

This Design Build Contract ("Contract") is made and entered into this ____ day of _____, 2018, by and between the City of Santee, a California charter city ("City") and [CONSULTANT], a [corporation, partnership, LLC or LLP, individual, etc.] ("Consultant") (the "Design Build Entity").

RECITALS

- A. City is a charter city and is in need of services for the **WALKER PRESERVE RESTORATION AND MONITORING DESIGN BUILD PROJECT** ("Project").
- B. The City desires to contract with a single entity for design and construction of the Project, as set forth in this Contract.
- C. Design Build Entity submitted a Proposal for the Project, which was selected as providing the best value for the Project, and is prepared to enter into this Contract.

AGREEMENT**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:****1. INCORPORATION OF DOCUMENTS.**

This Contract includes and hereby incorporates in full by reference the following Contract Documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- a) Request for Proposals ("RFP") and all addenda
- b) Design Build Entity's Proposal
- c) Plans/Specifications Portions of Design- Build Entity Proposal in response to RFP as reviewed and approved in writing by City, if any
- d) Contract
- e) General Conditions
- f) Special Conditions
- g) All approved Change Orders
- h) Performance Bond
- i) Payment Bond
- j) Workers Compensation Certification
- k) Non-Collusion Declaration
- l) Construction Documents prepared by the Design Build Entity and approved in writing by the City

The above documents constitute and may hereinafter be referred to as the "Contract Documents." The Design Build Entity by executing the Contract where indicated below expressly acknowledges that he or she has read, understood and agrees with all of the terms of the Contract Documents, including, but not limited to, provisions of the General Conditions relating to insurance, standards of performance, termination, compensation and time of the essence of performance. The Design Build Entity shall not disclaim knowledge of the meaning and effect of any term or provision of the Contract Documents, and agrees to strictly abide by their meaning and intent.

2. THE DESIGN BUILD ENTITY'S BASIC OBLIGATION.

- a. The Design Build Entity shall, at its own cost and expense, furnish all labor, materials, tools, equipment, services (including professional services), and incidental and customary work necessary to complete the Project, and all portions thereof, as described in more detail in the described in the Scope of Services attached hereto as **Attachment 'A'** the Contract Documents (hereinafter the " Work").
- b. The City shall pay Design Build Entity in accordance with the Schedule of Charges set forth in **Attachment 'B'** attached hereto.
- c. In no event shall the total amount paid for services rendered by Consultant pursuant to this Agreement exceed the sum of \$_____.
- d. Extra Work shall have the meaning given to it in the General Conditions. Extra Work shall be compensated at the rates set forth in Attachment B to this Contract, and shall be initiated only upon written approval by the City as described in the General Conditions
- e. Standard of Performance. The Design Build Entity's performance shall be in accordance with the standards set forth in the Contract Documents.

3. TIME FOR COMPLETION

Design Build Entity shall perform and complete all work necessary for Final Completion of the Project, as defined in the General Conditions, in accordance with the Activity Schedule shown in **Attachment 'C'** attached hereto. Work shall commence upon receipt of a written Notice to Proceed and be completed within 80 working days. By its signature hereunder, the Design Build Entity agrees that the Contract Time set forth above is adequate and reasonable to complete the work.

4. LIQUIDATED DAMAGES

It is agreed that the Design Build Entity will pay the City the sum of Five Hundred Dollars (\$500.00) per calendar day for each and every day of delay beyond the time prescribed in the Contract Documents for finishing all work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid the Design Build Entity further agrees that the City may deduct that amount thereof from any money due or that may become due to the Design Build Entity under the Contract. This does not exclude recovery of damages under provisions of the Contract Documents.

5. CITY'S BASIC OBLIGATION

The City agrees to engage and does hereby engage the Design Build Entity as an independent contractor to furnish all materials and services and to perform all work described in the Contract Documents according to the terms and conditions herein. Except as otherwise provided in the Contract, the City shall pay to the Design Build Entity, as full consideration for the satisfactory performance by the Design Build Entity of all services and obligations required by the Contract Documents, the above-referenced compensation in accordance with compensation provisions set forth in the Contract.

6. DESIGN BUILD ENTITY'S LICENSING

The Design Build Entity shall be a duly licensed contractor in the classifications set forth in the RFP. The Design Build Entity's licensing information is as follows: (License No. _____). Design Build Entity shall perform all services required under the Contract Documents in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform such services in the same discipline in the State of California.

7. DESIGN BUILD ENTITY'S DESIGN PROFESSIONAL-OF-RECORD

The Design Build Entity shall have all design services for the Project performed by appropriately licensed architectural and/or engineering professionals and shall name a specific person to act as the Design Professional of Record, subject to the approval of the City. The Design Build Entity hereby designates INSERT NAME AND LICENSE NO. to act as the Design Professional of Record for the Project. Design Build Entity's Design Professional of Record shall perform all services required under the Contract Documents in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals qualified to perform such services in the same discipline for public works of improvement in the State of California. Any change in the Design Professional-of-Record shall be subject to the City's prior written approval.

8. INDEMNIFICATION.

Design Build Entity shall provide indemnification as set forth in the General Conditions.

9. THE DESIGN BUILD ENTITY'S LABOR CERTIFICATION

The Design Build Entity maintains that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of all work described in the Contract Documents. A certification form for this purpose is Attachment 6 to this Contract and incorporated herein by reference, and shall be executed simultaneously with this Contract.

10. LABOR CODE COMPLIANCE

The Design Build Entity shall comply with the prevailing wage provisions of the California Labor Code and the prevailing wage rate determinations of the Department of Industrial Relations. These rates are on file at the City Clerk's office and copies will be provided to the Design Build Entity on request. A copy of these rates shall be posted at the job site. The Design Build Entity and all Subcontractors shall comply with all Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor, and debarment requirements.

11. CONFLICT OF INTEREST

The Design Build Entity hereby expressly covenants that no interest presently exists, nor shall any interest, direct or indirect, be acquired which would conflict in any manner with the performance of services pursuant to this Agreement.

12. UNFORESEEN DIFFICULTIES

All loss or damage arising out of the nature of the Work to be done under this Contract, or from any unforeseen obstructions or difficulties which may be encountered during the progress of the Work and in the prosecution of the same, shall be sustained by the Design Build Entity, except as may be otherwise specifically provided by the Contract Documents.

13. NOTICE

Any notice or instrument required to be given or delivered by this Contract may be given or delivered by depositing the same in any United States Post Office, certified mail, and return receipt requested, postage prepaid, addressed to:

CITY: City of Santee
10601 Magnolia Avenue
Santee, CA 92071
Attn: Bill Maertz
Director of Community Services

DESIGN BUILD ENTITY:
Address
Address
Attn:

14. AUTHORITY OF SIGNATORIES

The persons executing this Contract on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF SANTEE

By: _____
Marlene D. Best, City Manager

APPROVED AS TO FORM:

BEST BEST & KRIEGER LLP

certify

By: _____

“DESIGN BUILD ENTITY”

By: _____
Print Name: _____

Title: _____

By signing above, I attest that I am an authorized representative / agent, that I am authorized by my signature to bind this company contractually and under penalty of perjury the accuracy of the representations made on the Agreement and related documents.

CONTRACT

WALKER PRESERVE RESTORATION AND MONITORING DESIGN BUILD PROJECT

ATTACHMENT 'A' – SCOPE OF SERVICES

Proposal to City from [Design Build Entity] dated _____, 2017, pages _____, attached.

CONTRACT

WALKER PRESERVE RESTORATION AND MONITORING DESIGN BUILD PROJECT

ATTACHMENT 'B' – SCHEDULE OF CHARGES

Proposal to City from [Design Build Entity] dated _____, 2017, pages _____, attached.

CONTRACT

WALKER PRESERVE RESTORATION AND MONITORING DESIGN BUILD PROJECT

ATTACHMENT 'C' – ACTIVITY SCHEDULE

Proposal to City from [Design Build Entity] dated _____, 2017, pages _____, attached.

CONTRACT

WALKER PRESERVE RESTORATION AND MONITORING DESIGN BUILD PROJECT

ATTACHMENT 'D' – GENERAL CONDITIONS

(General Conditions provided in RFP documents inserted here)

EXHIBIT 'C'
BID BOND**WALKER PRESERVE RESTORATION AND MONITORING DESIGN BUILD PROJECT**

KNOW ALL PERSONS BY THESE PRESENTS that _____,
as CONSULTANT, and _____,
as SURETY, are held firmly bound unto the CITY OF SANTEE, A MUNICIPAL CORPORATION,
herein after called CITY, in the sum of _____
DOLLARS, not less than ten percent (10%) of the total bid price, for
the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigned, jointly and severally, firmly by these presents.

WHEREAS, said CONSULTANT has submitted a cost proposal (bid) to said CITY to perform all
work required under the Contract for the **WALKER PRESERVE RESTORATION AND
MONITORING DESIGN BUILD PROJECT**.

NOW, THEREFORE, if said CONSULTANT is awarded a Contract by said CITY and, within the
time and in the manner required under the "Request for Proposal" bound with said attachments
and Provisions, enters into a written Contract in the form of the Agreement bound with said
Specifications, and furnishes the required insurance certificates, then this obligation shall be null
and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this
bond by said CITY and judgment is recovered, said SURETY shall pay all costs incurred by said
CITY in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 2017.

CONSULTANT_____
SURETYBy: _____
SignatureBy: _____
Signature**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is
attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____ }

On _____
(date), before me, _____ (name and title of the officer), personally appeared _____
(name(s) of signer(s)), who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Seal]

EXHIBIT 'D'**PERFORMANCE BOND****WALKER PRESERVE RESTORATION AND MONITORING DESIGN BUILD PROJECT**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Santee (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor"), an agreement for the **WALKER PRESERVE RESTORATION AND MONITORING DESIGN BUILD PROJECT** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a Bid or Bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a Contract between such Bidder, the Surety, and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a Bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code..

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2017.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer

 Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

 Title or Type of Document

 Number of Pages

 Date of Document

 Signer(s) Other Than Named Above

NOTE: TO BE COMPLETED BY CONTRACTOR'S PRINCIPAL.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

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☐ Corporate Officer

 Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

 Title or Type of Document

 Number of Pages

 Date of Document

 Signer(s) Other Than Named Above

NOTE: To be completed by Surety's Attorney-in-Fact. A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

EXHIBIT 'E'
PAYMENT (MATERIAL AND LABOR) BOND

WALKER PRESERVE RESTORATION AND MONITORING DESIGN BUILD PROJECT

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Santee (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor"), an agreement for the **WALKER PRESERVE RESTORATION AND MONITORING DESIGN BUILD PROJECT** (hereinafter referred to as the "Project").

WHEREAS, said Contractor is required to furnish a bond in connection with said contract; providing that if said Contractor or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Contractor and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Contractor and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by

any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Contractor and Surety above named, on the ____ day of _____ 201____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or
Representative for service of
process in California, if different
from above)

(Telephone number of Surety and
Agent or Representative for service
of process in California)

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

- ☐ Individual
☐ Corporate Officer

 Title(s)

- ☐ Partner(s) ☐ Limited
☐ ☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

 Title or Type of Document

 Number of Pages

 Date of Document

 Signer(s) Other Than Named Above

NOTE: To be completed by Contractor's Principal.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER**DESCRIPTION OF ATTACHED DOCUMENT**

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 Title(s)

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- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

 Title or Type of Document

 Number of Pages

 Date of Document

 Signer(s) Other Than Named Above

NOTE: To be completed by Surety's Attorney-in-Fact. A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

EXHIBIT 'F'**WORKERS' COMPENSATION CERTIFICATE****WALKER PRESERVE RESTORATION AND MONITORING DESIGN BUILD PROJECT**

Section 3700 of the Labor Code provides, in part, as follows:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways;

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees..."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

DATE: _____

CONTRACTOR: _____

SIGNATURE: _____

TITLE: _____

(In accordance with Article 5, commencing at Section 1860, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)

EXHIBIT 'G'**WORKERS' COMPENSATION CERTIFICATE FOR SOLE PROPRIETORS****WALKER PRESERVE RESTORATION AND MONITORING DESIGN BUILD PROJECT**

Contractor by the signature of its authorized representative hereunder represents that it is a sole proprietorship and is not legally required to carry workers' compensation or employers' liability insurance. However, if, at any time during the performance of the Work contemplated by the Contract Documents, the Contractor hires an employee or employees, the Contractor will provide the City of Santee with evidence satisfactory to the City of Santee that it has secured workers' compensation and employers' liability insurance satisfactory to the City of Santee prior to any such employee performing any work under the Contract Documents.

DATE: _____

CONTRACTOR: _____

SIGNATURE: _____

TITLE: _____

EXHIBIT 'H'**NON-COLLUSION DECLARATION****WALKER PRESERVE RESTORATION AND MONITORING DESIGN BUILD PROJECT**

[Note: To be executed by Proposer and Submitted with Proposal]

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

PROPOSER: _____

SIGNATURE: _____

TITLE: _____

EXHIBIT 'I'

GENERAL CONDITIONS

WALKER PRESERVE RESTORATION AND MONITORING DESIGN BUILD PROJECT

ATTACHED

EXHIBIT 'J'

AS-BUILT DRAWINGS

WALKER PRESERVE RESTORATION AND MONITORING DESIGN BUILD PROJECT

ATTACHED